

Staff Summary Report



To: Mayor & City Council
Through: City Manager

Agenda Item Number 11
Meeting Date June 20, 2002

SUBJECT: Intergovernmental Agreement NO. 100502 Between City of Tempe and City of Phoenix for Sharing of Telecommunications Facilities

PREPARED BY: Dave Heck, Deputy Information Technology Manager (350-8777)

BRIEF: Authorize the Mayor to sign intergovernmental agreements with City of Phoenix for sharing of Telecommunications facilities.

COMMENTS: **COMMUNICATIONS (1002)** Request authorization for the Mayor to sign intergovernmental agreements with the City of Phoenix for the sharing of telecommunications facilities on Tempe Butte, Bell Butte, and the Police Substation located on south Hardy Drive.

Document Name: (20020620itddh) Supporting Documents: Yes

SUMMARY: The Tempe Fire Department is part of a regional dispatch system operated by Phoenix Fire that handles the communications and dispatch of emergency services for most of the communities in the greater Phoenix area. The radio system they currently use is antiquated, and by federal mandate (FCC), must be upgraded. The new system will have a shared infrastructure being paid for by all agencies within the partnership. The upgrade is scheduled to be complete in the spring of 2005. Tempe has been working with Phoenix to find sites within Tempe's borders for transmitters and antennas that will provide adequate signal coverage.

Motorola Engineers have identified 3 sites in Tempe necessary to make the system functional as designed. The 3 sites are existing communications facilities, but will require the addition of equipment and/or modifications to the facility.

1) The communications facility on Hayden Butte will require a new transmitter, to be located in the tanks building, and an antenna, to be located on the tower.

2) Tempe's radio site at the Police Substation will be replaced with a 150-ft tower and a 468-sq ft building to house both Phoenix and Tempe transmitters. This upgrade will benefit Tempe's existing Police radio system by boosting the transmitter output by 60% and allowing the signal to travel into areas that have been unreachable in the past.

3) Bell Butte will receive an additional microwave antenna and repeater, to be located on the existing structure.

The agreement will allow Phoenix and Tempe to share facilities and jointly benefit from the modifications. Sharing facilities will maximize use and avoid having to construct 3 additional communication sites in Tempe specifically for this project.

RECOMMENDATION: Authorize Mayor to sign intergovernmental agreements with City of Phoenix for sharing of Telecommunications facilities.

INTERGOVERNMENTAL AGREEMENT NO. 100502
BETWEEN
CITY OF PHOENIX
AND
CITY OF TEMPE
FOR SHARING OF TELECOMMUNICATIONS FACILITIES

This Intergovernmental Telecommunications Facilities Sharing Agreement, (hereinafter called "AGREEMENT"), is made and entered into this 1st day of June, 2002 (the "Effective Date"), by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 200 W. Washington Street, Phoenix, Arizona, (hereinafter called "PHOENIX"), and City of Tempe, (hereinafter called "TEMPE"). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY." This Agreement supercedes and replaces Intergovernmental Agreement NO. 850000 Dated November 1998 and all supplements there to.

RECITALS:

- A. PHOENIX has the power to execute intergovernmental agreements pursuant to Chapter 2, Section 2(i) of the Phoenix City Charter.
- B. PHOENIX and TEMPE desire to share telecommunications facilities owned by each AGENCY under the conditions set forth in this AGREEMENT.
- C. PHOENIX and TEMPE are agreeable to permitting such use under the terms and conditions set forth in this AGREEMENT.
- D. Potential electronic sites are limited, and in order to avoid a proliferation of site developments by a number of users, it is in the public interest for both AGENCIES to share those facilities that serve the common good.

AGREEMENT:

IT IS HEREBY AGREED, by and between the parties as follows:

1. Facilities Reciprocal Use. The AGENCIES agree to enter into Site-Specific Supplemental Agreements to share facilities owned by and/or operated by the other. Subject to paragraph No. 6, the AGENCIES each agree to allow the other AGENCY to use its telecommunications facilities, wherever located, upon request of the other AGENCY and without a usage fee, except where the requested usage would cause substantial interference with the telecommunications operations or service of the AGENCY owning the facility, or where prohibited by this or other agreements.

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2. Site-Specific Supplemental Agreement. Whenever an AGENCY desires to share telecommunications facilities owned by another AGENCY, such AGENCY shall give the other written notification specifying the site and the character of the equipment, which the requesting AGENCY desires to install at the site. If the other AGENCY accepts the request, the AGENCIES shall then enter into a Site-Specific Supplemental Agreement which shall set forth all relevant terms and conditions with respect to the site. Each of these Site-Specific Supplemental Agreements shall make reference to this AGREEMENT and become supplements to this AGREEMENT. The AGENCIES will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be in a person other than one of the AGENCIES.
3. Consulting Fees. Any consulting fees incurred shall be paid by the AGENCY employing the consultant.
4. Frequency Protection. The responsibility for resolving interference problems shall be specified in the Site-Specific Supplement Agreement.
5. Use Approval Procedure. Reciprocal use by one AGENCY of another AGENCY'S telecommunications facilities shall be subject to the following conditions:
 - a. The AGENCY requesting the use of the facility shall submit a site installation plan to the owner's telecommunications section, and obtain written approval from that section prior to installation.
 - b. The AGENCY requesting use of the facility shall bear the cost of purchasing, installing and maintaining the equipment necessary to complete the installation. Such AGENCY shall establish and maintain a budget according to its own rules and regulations.
 - c. The host AGENCY (of the facility) shall take reasonable precautions to protect the other AGENCY'S equipment located at the facility, but shall not be responsible for damage to, or loss of, such equipment whether by fire, theft or otherwise unless caused by negligence of the owner of the facility.

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6. Reciprocal Use, Rights, and Obligations.

- a. Each AGENCY shall have its transmitter frequencies examined by the telecommunications manager for the facility where the installation is to take place to detect any potential cause of interference at the telecommunications site. Transmitters shall employ isolators, circulators, resonant cavities and other devices to reduce interference as the state-of-the-art and good engineering practices dictate.
- b. Each AGENCY shall be responsible for obtaining and maintaining any licenses required by the Federal Communications Commission for that AGENCY'S telecommunication equipment.
- c. Private vendor(s) on contract with an AGENCY shall be escorted by an employee of the City contracting with the vendor when working at the telecommunications site.

7. Term. The term of this AGREEMENT shall be for ten (10) years, commencing on June 1, 2002, and ending on June 1, 2012 .

8. Option to Extend. This AGREEMENT may be renewed for one additional ten (10) year term under the same terms and conditions as stated in this AGREEMENT and any intervening amendments thereof. This agreement will automatically extend for the additional 10 year period unless terminated by either party per paragraph 9 of this agreement.

9. Termination. The AGENCY owning a telecommunication facility may terminate this AGREEMENT or the other AGENCY'S use of any facility at any time by giving no less than 365 days written notice to the other AGENCY. The AGENCY not owning a telecommunications facility may terminate this AGREEMENT or its use of the other AGENCY'S telecommunication facility at any time by giving no less than ninety (90) days written notice to the other AGENCY. Either AGENCY may terminate this AGREEMENT at any time by giving no less than 365 days written notice to the other AGENCY. In the event this AGREEMENT is terminated, all Site-Specific Supplemental Agreements will terminate automatically.

10. Removal of Equipment. Equipment shall be removed or left in place and the facility restored as specified in the Site-Specific Supplement Agreement.

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11. Hold Harmless. Each AGENCY shall indemnify, defend and hold harmless each other AGENCY and its officers and employees from any liability, expense of damages resulting from the negligence of the AGENCY or its officers, employees, agents or contractors arising out of or in connection with this AGREEMENT.
12. Successors and Assigns. This AGREEMENT shall be binding upon the AGENCIES and upon their successors and assigns. . No agency shall assign its rights or obligations under this agreement without the consent of the other agency, which consent shall not be unreasonably withheld.
13. Modification. Any amendment or modification of this AGREEMENT shall be in writing and shall be effective only after signature of each of the AGENCIES. In the event of any conflict in the provisions of this AGREEMENT and any Site-Specific Supplemental Agreement, the provisions of the Site-Specific Supplemental Agreement shall control.
14. Arbitration. In the event of a dispute under the AGREEMENT, the AGENCIES agree to use arbitration to the extent required under A.R.S. § 35-1518 and A.R.S. § 12-133.
15. Books. To the extent required by A.R.S. § 35-214, the parties agree to retain all books, accounts, reports, files and other records relating to the AGREEMENT and to make such records available at all reasonable times for inspection and audit by the City or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the AGREEMENT.
16. Employment. The personnel of either Agency will not for any purpose be considered employees or agents of the other Agency and that each Agency assumes full responsibility for the actions of its personnel while performing services under this AGREEMENT, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

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17. Notice. Any notice, consent or other communication ("NOTICE") required or permitted under this AGREEMENT shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for the City of Tempe:
Tempe Communications Network Supervisor
P.O Box 5002
Tempe, AZ 85280
Telephone (480) 380-8837
Fax (602) 350-8421

If intended for the City of Phoenix:
Information Technology Department
Wireless Communications Manager
2441 S. 22nd Avenue
Phoenix, Arizona 85009
Telephone: (602) 262-6963
Fax: (602) 495-5698

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, telephone or FAX number, or the person to receive the notice, by notifying the other party as provided in this Section.

Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

18. Transactional Conflicts of Interest. Each AGENCY acknowledges that this AGREEMENT is subject to cancellation by the other pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

INTERGOVERNMENTAL AGREEMENT NO. 100502
BETWEEN
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AND
CITY OF TEMPE
FOR SHARING OF TELECOMMUNICATIONS FACILITIES

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

City of Phoenix
A municipal corporation,
Frank Fairbanks, City Manager

City of Tempe
A municipal corporation,
Neil G. Giuliano, Mayor

By: _____
Danny W. Murphy
Chief Information Officer

By: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____
City Clerk

By: _____
City Clerk

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to City of Tempe under the laws of the State of Arizona.

By: _____
Acting City Attorney

By: _____
City Attorney

Date: _____

Date: _____

**SUPPLEMENTAL AGREEMENT NO. 1
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF TEMPE
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100502, ("Sharing Agreement") entered into as of the 1st day of June 2002, the CITY OF PHOENIX and CITY OF TEMPE enter into this site-specific agreement which shall be a Supplement No.1 ("Supplement") to the Sharing Agreement.

1. SITE: Tempe Butte Tanks (Hayden Butte), located at 1 S. Mill Ave, Tempe Arizona 85281 (Lat. 33-25-37.5, Long. 111-56-6.5). Tempe grants Phoenix permission to use an existing Tempe owned building and 35 foot tower which is located on the SRP site on top of Tempe Butte for the installation of the following radio transmitters, receivers, antennas and associated equipment identified in the paragraph titled "*Installation*" below.

1.1. **FACILITIES OWNERSHIP:**

The City of Phoenix, as the facility installer, shall be the owner of the communications equipment installed as part of the 800 MHz Trunked Radio Network. If this agreement is ever terminated, Phoenix shall be responsible to remove all its facilities and restore the property to its pre-existing condition.

- 1.2. All power, air conditioning, lighting, telephone facilities, et cetera shall be provided by the City of Tempe. Required building penetrations, cost for installation and maintenance of the Phoenix's communications equipment shall be borne by Phoenix.

- 1.3. Tempe agrees to continue to provide microwave connectivity from Tempe Butte to Bell Butte to support Phoenix conventional radio traffic. It is anticipated that some of this connectivity may be eliminated once the 800 MHz Network is operational. Details will be made available to Tempe once the requirements are defined.

2. **FREQUENCY USE:**

- 2.1. Frequency Licensing: As stipulated in the Master Site Sharing Agreement each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

2.2. Frequency Protection:

- 2.2.1. Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment which affect existing frequencies employed by Tempe, and shall bear the cost of such resolution.
- 2.2.2. Tempe shall be responsible for resolving interference problems generated by Tempe owned equipment which affect frequencies employed by Phoenix, and shall bear the cost of such resolution.
- 2.2.3. Phoenix and Tempe shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either parties equipment and it is determined that the interfering party is in compliance with their FCC license then both parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

2.3. Frequency Assignment:

- 2.3.1. The Tempe Butte site is an integral part of the City's 800 MHz Trunked Radio Network as a "Simulcast C Site". The site will consists of ten 800 MHZ NPSPAC Channel assignments as follows:

VOICE CHANNELS:

<u>Channel Number</u>	<u>Frequency</u>
691	867.2000
704	867.3625
726	867.6625
742	867.8625
762	868.1375
774	868.2875
789	868.4750
751	867.9750
771	868.2500
785	868.4250

MICROWAVE FREQUENCIES:

11.2 GHz to Tempe PD South (Tower Azimuth - 189.56°)
11.2 GHz to Bell Butte Site(Tower Azimuth. - 232.33°)

- 2.3.2. Phoenix currently utilized convention equipment at this site which was negotiated and agreed upon in IGA 85000 Supplement. Much of this equipment will be removed after the new 800 MHz Trunk System is installed and users transition to the new network. A complete list of equipment to be removed will be provided to Tempe once the removal list is finalized after the complete implementation of the

800 MHz Network. Conventional channels currently in use by Phoenix are as follows:

- ◆ Five (5) Phoenix Fire Radio Receivers as follows:
 - Phoenix Fire 1, Frequency 154.190 Mhz
 - Phoenix Fire 2, Frequency 154.250 Mhz
 - Phoenix Fire 3, Frequency 154.070 Mhz
 - Phoenix Fire 7, Frequency 154.145 Mhz
 - Phoenix Fire 8, Frequency 153.770 Mhz
- ◆ Five (5) EMS MED Radio Receivers as follows:
 - EMS MED Channel 3, Frequency 468.050 Mhz (Receive)
 - EMS MED Channel 6, Frequency 468.125 Mhz (Receive)
 - EMS MED Channel 7, Frequency 468.150 Mhz (Receive)
 - EMS MED Channel 8, Frequency 468.175 Mhz (Receive)
 - EMS MED Channel 9, Frequency 467.950 Mhz (Receive)
- ◆ One Phoenix PD MDT Base Station as follows:
 - Phoenix PD MDT, Channel 708, Frequency 867.4125

3. TOWER: (Drawing Package attached)

- 3.1.1. Tempe grants Phoenix permission to occupy space on the existing 30' tower. Phoenix will place 5 new 800 MHz Omni antennas on this tower as indicated on the attached drawings. Phoenix will also mount 2 new microwave dishes on the south-west corner of the existing communications building per the attached drawings. All antenna and tower work will be performed by authorized Phoenix contractors or personnel. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.
- 3.1.2. Phoenix currently has three antennas on this tower, one VHF antenna, one UHF antenna, and one 800 MHz MDT antenna with associated accessories. These antennas may be removed after the 800 MHz Network is operational.

4. EQUIPMENT INSTALLATION: (Drawing Package attached)

- 4.1.1. Phoenix will install the following 800 MHz Network equipment in the communications equipment building, (reference Site Book 17, section 17B [Scope of Site and Facility] and attached drawing package):
 - 10 Quantar Simulcast Linear Base Stations
 - 2 Harris Constellation Microwave radios & two 48" Dishes
 - TeNSr Channel Bank Equipment
 - GPS Receiver and Antenna
 - 10 kW DC power system
 - 1-5 Ton HVAC

➤ Miscellaneous Remote Site Equipment for Simulcast "C"

5. REMOVAL OF EQUIPMENT: Phoenix will remove all city owned facilities and equipment from Tempe property and return the property to its original condition upon termination of this agreement by either agency. It is anticipated that once the 800 MHz Trunked Network is operational and users have been placed on this new Network some of the existing conventional radio equipment and antennas may be removed. The extent of this is not currently known.
6. MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of the equipment. Tempe shall provide 24 hr/day access to the site by Phoenix personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's equipment or network systems shall be coordinated between the agencies prior to the start of work. Because this equipment supports Public Safety Operations network service interruptions shall be kept to an absolute minimum.
7. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
8. OPTION TO EXTEND: Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement, the Basic Sharing Agreement, and any intervening amendments thereof. This agreement will automatically extend for the additional 10 year period unless terminated by either party per paragraph 9 of this supplement.
9. TERMINATION: Tempe, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to Phoenix. Phoenix not owning the property on which the City's communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to Tempe. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PHOENIX
A municipal corporation
Frank A. Fairbanks, City Manager

By: _____
Danny W. Murphy
Chief Information Officer

Date: _____

ATTEST:

City Clerk

In accordance with A. R. S. Section 11-952
this Supplement has been reviewed by
the undersigned attorney who has determined
that this Supplement is in proper form
and within the powers and authority granted
to the City of Phoenix under the laws of the
State of Arizona.

Date: _____

CITY OF TEMPE
A municipal corporation
Neil G. Giuliano, Mayor

By: _____

Date: _____

ATTEST:

City Clerk

In accordance with A. R. S. Section 11-952
this Supplement has been reviewed by
the undersigned attorney who has determined
that this Supplement is in proper form
and within the powers and authority granted
to the City of Tempe under the laws of the
State of Arizona.

City Attorney

Date: _____

**SUPPLEMENTAL AGREEMENT NO. 2
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF TEMPE
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100502, ("Sharing Agreement") entered into as of the 1st day of June 2002, the CITY OF PHOENIX and CITY OF TEMPE enter into this site-specific agreement which shall be a Supplement No.2 ("Supplement") to the Sharing Agreement.

1. Bell Butte, located at 1705 W. Broadway Rd, Tempe Arizona 85281 (Lat. 33-24-24, Long. 111-58-00). Tempe grants Phoenix permission to use an existing building and antenna mounting structure at this location for the installation of the radio transmitters, receivers, antennas and associated equipment identified in the paragraph titled "*Equipment Installation*" below. Subject to final approval by Maricopa County who has granted Tempe use of the property.
2. **FACILITIES OWNERSHIP:**
 - 2.1. The City of Phoenix, as the facility installer, shall be the owner of the communications equipment installed as part of the 800 MHz Trunked Radio Network. If this agreement is ever terminated, Phoenix shall be responsible to remove all its facilities and restore the property to its pre-existing condition.
 - 2.2. All power, air conditioning, lighting, telephone facilities, et cetera shall be provided by the City of Tempe. Required building penetrations, cost for installation and maintenance of the Phoenix's communications equipment shall be borne by Phoenix.
 - 2.3. Tempe agrees to continue to provide microwave connectivity from Tempe Butte to Bell Butte to support Phoenix conventional radio traffic. It is anticipated that some of this connectivity will be eliminated once the 800 MHz Network is operational. Details will be made available to Tempe once the requirements are defined.
3. **FREQUENCY USE:**
 - 3.1. Frequency Licensing: As stipulated in the Master Site Sharing Agreement each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

3.2. Frequency Protection:

- 3.2.1. Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment which affect existing frequencies employed by Tempe, and shall bear the cost of such resolution.
- 3.2.2. Tempe shall be responsible for resolving interference problems generated by Tempe owned equipment which affect frequencies employed by Phoenix, and shall bear the cost of such resolution.
- 3.2.3. Phoenix and Tempe shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either parties equipment and it is determined that the interfering party is in compliance with their FCC license then both parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

3.3. Frequency Assignment:

- 3.3.1. The Tempe Butte site is an integral part of the City's 800 MHz Trunked Radio Network as a Network connectivity Microwave Site Only. The site will consists of three new microwave path assignments as follows:

MICROWAVE FREQUENCIES:

- 11.2 GHz to Phoenix Fire Operations (Azimuth - 297.24°)
- 11.2 GHz to Tempe Butte (Azimuth. - 52.7°)
- 11.2 GHz to Mesa Communications (Azimuth - 80.00°)

- 3.3.2. Phoenix currently utilized conventional equipment at this site which was negotiated and agreed upon in IGA 85000 Supplement. Much of this equipment may be removed after the new 800 MHz Trunk System is installed and users transition to the new network. A complete list of equipment to be removed will be provided to Tempe once the removal list is finalized after the complete implementation of the 800 MHz Network. Conventional channels currently in use by Phoenix are as follows:

- ◆ Two (2) Phoenix Fire Radio Base Stations as follows:
 - Phoenix Fire 7, Frequency 154.145 Mhz
 - Phoenix Fire 8, Frequency 153.770 Mhz
- ◆ Two VHF antennas with associated accessories, installed on the existing antenna mounting structure.

4. EQUIPMENT INSTALLATION: (Drawing Package attached)

4.1.1. Phoenix will install the following new equipment in the communications equipment building, (reference Site Book 19, section 19B (Scope of Site and Facility) and attached drawing package):

- 3 Harris Constellation Microwave radios & 48" Dishes
- TeNSr Channel Bank Equipment

5. REMOVAL OF EQUIPMENT: Phoenix will remove all city owned facilities and equipment from Tempe property and return the property to its original condition upon termination of this agreement by either agency. It is anticipated that once the 800 MHz Trunked Network is operational and users have been placed on this new Network some of the existing conventional radio equipment and antennas will be removed. The extent of this is not currently known.
6. MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of the equipment. Tempe shall provide 24 hr/day access to the site by Phoenix personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's equipment or network systems shall be coordinated between the agencies prior to the start of work. Because this equipment supports Public Safety Operations network service interruptions shall be kept to an absolute minimum.
7. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
8. OPTION TO EXTEND: Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement, the Basic Sharing Agreement, and any intervening amendments thereof. This agreement will automatically extend for the additional 10 year period unless terminated by either party per paragraph 9 of this supplement.
9. TERMINATION: Tempe, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to Phoenix. Phoenix not owning the property on which the City's communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to Tempe. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PHOENIX
A municipal corporation
Frank A. Fairbanks, City Manager

By: _____
Danny W. Murphy
Chief Information Officer

Date: _____

ATTEST:

City Clerk

In accordance with A. R. S. Section 11-952
this Supplement has been reviewed by
the undersigned attorney who has determined
that this Supplement is in proper form
and within the powers and authority granted
to the City of Phoenix under the laws of the
State of Arizona.

Date: _____

CITY OF TEMPE
A municipal corporation
Neil G. Giuliano, Mayor

By: _____

Date: _____

ATTEST:

City Clerk

In accordance with A. R. S. Section 11-952
this Supplement has been reviewed by
the undersigned attorney who has determined
that this Supplement is in proper form
and within the powers and authority granted
to the City of Tempe under the laws of the
State of Arizona.

City Attorney

Date: _____

**SUPPLEMENTAL AGREEMENT NO. 3
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF TEMPE
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100502, ("Sharing Agreement") entered into as of the 1st day of June 2002, the CITY OF PHOENIX and CITY OF TEMPE enter into this site-specific agreement which shall be a Supplement No.3 (Supplement) to the Sharing Agreement.

1. SITE:

- 1.1. South Tempe Police Substation, located at 8201 S. Hardy, Tempe Arizona 85285 (Lat. 33-20-26.0, Long. 111-57-09.0). The City of Tempe, the property owner, grants Phoenix permission to use the existing property for the installation of 800 MHZ Trunked Radio Network transmitters, receivers, antennas and associated equipment identified in this supplement.
- 1.2. City of Tempe grants Phoenix permission to construct a 13' x 36' communications equipment building per the attached drawings. This building will be owned and operated by the City of Phoenix. Phoenix will also install a new 150' monopole and Emergency Generator to service the communications equipment building in the event of a commercial power outage. These items will remain Phoenix property and be maintained and operated by Phoenix. Electro-mechanical and HVAC equipment installed to service the new communications equipment building shall be provided by and maintained by Phoenix.

2. **FACILITY OWNERSHIP:** The City of Phoenix, as the facility installer, shall be the owner of the communications building, monopole, generator, and equipment installed as part of the 800 MHz Trunked Radio Network. If this agreement is ever terminated, Phoenix shall be responsible to remove all its facilities and restore the property to its pre-existing condition. If Tempe desires to retain the facility, a property transfer may be negotiated at the time of termination.

3. FREQUENCY USE:

- 3.1. **Frequency Licensing:** As stipulated in the Master Site Sharing Agreement each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

3.2. Frequency Protection:

- 3.2.1. Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment which affect existing frequencies employed by Tempe, and shall bear the cost of such resolution.
- 3.2.2. Tempe shall be responsible for resolving interference problems generated by Tempe owned equipment which affect frequencies employed by Phoenix, and shall bear the cost of such resolution.
- 3.2.3. Phoenix and Tempe shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either parties equipment and it is determined that the interfering party is in compliance with their FCC license then both parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

3.3. Frequency Assignment:

- 3.3.1. The Tempe PD Substation site is an integral part of the City's 800 MHz Trunked Radio Network as a "Simulcast C Site". The site will consists of ten 800 MHZ NPSPAC Channel assignments as follows:

VOICE CHANNELS:

<u>Channel Number</u>	<u>Frequency</u>
691	867.2000
704	867.3625
726	867.6625
742	867.8625
762	868.1375
774	868.2875
789	868.4750
751	867.9750
771	868.2500
785	868.4250

MICROWAVE FREQUENCIES:

- 11.2 GHz to DPS South Mountain (Tower Azimuth - 266.29°)
- 11.2 GHz to Tempe Butte (Tower Azimuth. - 009.4°)
- 11.2 GHz to Site in Chandler to be determined

4. EQUIPMENT INSTALLATION: (Drawing Package attached)

- 4.1. Phoenix will install the following facilities and equipment in the communications equipment building, (reference Site Book 18, section 18B [Scope of Site and Facility] and attached drawing package):

- 13' x 36' CMU Building
- 75 kW Diesel Generator
- 500 Gallon Fuel Tank
- Two 5 Ton HVAC units
- Remote Site Equipment (Simulcast C)
- 10 Channel Simulcast Linear Base Station
- 3 Harris Constellation Microwave radios & 48" Dishes
- TeNSr Channel Bank Equipment
- 3 Transmit Antennas
- 2 Receive Antennas
- 10 KW DC Power System

5. REMOVAL OF EQUIPMENT: Phoenix will remove all city owned facilities and equipment from Tempe property and return the property to its original condition upon termination of this agreement by either agency.

6. MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of the equipment. Tempe shall provide 24 hr/day access to the site by Phoenix personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's equipment or network systems shall be coordinated between the agencies prior to the start of work. Because this equipment supports Public Safety Operations network service interruptions shall be kept to an absolute minimum.

7. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.

8. OPTION TO EXTEND: Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement, the Basic Sharing Agreement, and any intervening amendments thereof. This agreement will automatically extend for the additional 10 year period unless terminated by either party per the terms of this supplement.

9. TERMINATION: Tempe, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to Phoenix. Phoenix not owning the property on which the City's communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to Tempe. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PHOENIX
A municipal corporation
Frank A. Fairbanks, City Manager

By: _____
Danny W. Murphy
Chief Information Officer

Date: _____

ATTEST:

City Clerk

In accordance with A. R. S. Section 11-952
this Supplement has been reviewed by
the undersigned attorney who has determined
that this Supplement is in proper form
and within the powers and authority granted
to the City of Phoenix under the laws of the
State of Arizona.

City Attorney

Date: _____

CITY OF TEMPE
A municipal corporation
Neil G. Giuliano, Mayor

By: _____

Date: _____

ATTEST:

City Clerk

In accordance with A. R. S. Section 11-952
this Supplement has been reviewed by
the undersigned attorney who has determined
that this Supplement is in proper form
and within the powers and authority granted
to the City of Tempe under the laws of the
State of Arizona.

City Attorney

Date: _____